IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.620 OF 2025

Standard Auto Service & Anr. ....Petitioners
V/S
Aditya Sharadchandra Jaiswal & Anr. ....Respondents

Mr. Bhavin Shah with Ms. Rajvi Mehta and Ms. Riya Thakkar i/b M/s. Vashi & Vashi *for the Petitioners.*
Mr. Pranav Nair i/b Mr. Ronak Desai *for Respondent No.1.*
Mr. Pralhad Paranjape with Mr. Rahul Punjabi, Ms. Shweta More and Mr. Ishan Shroff for Respondent No.2.

CORAM : SANDEEP V. MARNE, J.
DATE : 27 JANUARY 2026.

P.C.:

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for interim measures before commencement of the arbitral proceedings.

2. The disputes between the parties have arisen out of Partnership Deed dated 27 March 2019 under which Petitioner No.2 had 51% share in the partnership with balance 48% belonging to Mr. Pravin Jaiswal and 1% share to Mr. Aditya Jaiswal. The partner Mr. Pravin Jaiswal has passed away and it is the case of Petitioner No.2 that the entire share of Mr. Pravin Jaiswal automatically passes on to Petitioner No.2 as per the terms and conditions of the Partnership Deed. Respondent No.1-Aditya Jaiswal however contends that Mr. Pravin

Jaiswal was his uncle and that therefore he is entitled to inherit 48% share of Mr. Pravin Jaiswal in the partnership firm.

3. The Partnership Firm runs Fuel Retail Outlet of Respondent No.2-Hindustan Petroleum Corporation Limited (**HPCL**) under name Standard Auto Service. On account of death of partner, HPCL called upon firm to submit Deed of Reconstitution of the Firm for the purpose of continuation of the dealership. However, disputes between the Petitioner No.2 and Respondent No.1 have resulted in non-execution of Deed of Reconstitution which has put Petitioner No.1-Firm to the risk of loosing the dealership.

4. On 20 June 2025, when the Petition was called out for hearing, Petitioner and Respondent No.1 had jointly agreed to execute Deed of Reconstitution reflecting current status of partnership under which Respondent No.1 is entitled to only 1% share. This was to be done on a without prejudice basis till Petitioner's Application under Section 17 of the Arbitration Act could be decided. Accordingly, this Court has passed following order on 20 June 2025:

> "1. Learned Counsel for the Petitioner and Respondent No.1 have instructions to state that the controversy about formally executing the extension of the dealership with the Respondent No.2-HPCL need not engage the attention of this Court any further since Respondent No.1 is willing to sign the extension of the agreement with the current status of the partnership, subject of course, with such signing not coming in the way of his ability to make claims that he is entitled to a 49% ownership and not 1% ownership in the firm.
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> 2. Learned Counsel for the Petitioner has no quarrel with accepting this proposition. Consequently, the immediate need for filing this Petition under Section 9 of the Arbitration and Conciliation Act, 1996 ("**the Act**") has worked itself out and the parties may execute the renewal of the dealership with HPCL, making it clear that HPCL is insulated from the disputes and differences between the partners. Likewise, only upon

resolution of the disputes and differences between the partners, if the ownership percentages, as envisaged in Clause 33.5 (Found at Page 16 of the Petition) of the Partnership Deed dated March 27, 2019 changes, then HPCL may examine the change and see whether it needs to consider the change as relevant for its policy on reconstitution of its business counter parties.

3. Learned Counsel for the parties jointly make it clear that the execution of such renewal would not preclude Respondent No.1 from pursuing his claim that his entitlement is 49% and not 1%.

4. Learned Counsel for HPCL seeks a short accommodation to be able to engage with his client and explain this framework now jointly presented by the Petitioner and Respondent No. 1.

5. It is apparent from a plain reading of Clause 33.5 of the Partnership Deed that the devolution of interest upon the death of any partner was already contained in the charter document of the Partnership Deed, review and diligence of which would have been done by HPCL when granting the dealership to the partnership firm.

6. To enable the Learned Counsel for HPCL to address the Court after closing the matter out with his client, list on ***June 24, 2025***.

7. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website."

5. Despite agreeing before the Court that Respondent No.1 would create Deed of Reconstitution with only 1% share in the partnership, as of now, it appears that the concerns put forth by Respondent No.1 have delayed execution of such Deed of Reconstitution. Respondent No.1 is in principle agreeable to execute Deed of Reconstitution subject to his concerns being addressed. He wants 48% share in the profits of Mr. Pravin Jaiswal to be separately earmarked and reserved. He also wants access to the partnership property and books and also continuation of the same Chartered Accountant.

6. Both Petitioner No.2 as well as Respondent No.1 are willing to go for arbitration for resolution of their disputes. In my view therefore, some interim arrangement needs to be made for the purpose of

ensuring that the firm does not lose dealership of Respondent No.2-HPCL, particularly when Respondent No.1 is willing to execute Deed of Reconstitution with only 1% share in the firm, without prejudice to his rights.

7. In my view therefore, it would be appropriate to constitute Arbitral Tribunal and to relegate parties to remedies under Section 17 of the Arbitration Act. Till decision of Section 17 Application, *pro-tem* arrangement can be made for saving dealership of the firm.

8. I accordingly proceed to pass the following order:

A) Mr. Anoshak Daver, an Advocate of this Court is hereby appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Partnership Deed referred to above. The contact details of the learned Arbitrator are as under:

Office Address:-	20th Floor, One Infinity Cawasji Patel Street, Fort, Mumbai – 400 001.
Mobile No:-	98330 98777.

B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioners within a period of one week from the date of uploading of this order. The Petitioners shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.

C) The learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12 (1) of the Arbitration Act to the parties within a period of two weeks from receipt of a copy of this order.

D) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E) The fees of the learned sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

9. Petitioners would be at liberty to file Application under Section 17 of the Arbitration Act for seeking further interim measures, which Application shall be decided by the Arbitral Tribunal on its own merits.

10. Till decision of Application under Section 17 of the Arbitration Act, Petitioner No.2 and Respondent No.1 shall execute Deed of Reconstitution of Partnership indicating 99% share of Petitioner No.2 and 1% share of Respondent No.1. Execution of such Deed of Reconstitution shall be without prejudice to the rights and contentions of the parties. The Deed of Reconstitution shall be in accordance with the draft shared by the Petitioners vide email dated 26 January 2026 and accepted by Respondent No.1 vide email dated 27 January 2026.

11. In case the firm makes profits, the Petitioners shall keep separate account thereof and maintain 48% share in the amount of profits in a separate bank account.

12. Petitioner shall provide access to Respondent No.1 in respect of books of accounts of the firm.

13. Once the Deed of Reconstitution is executed, the Petitioners shall submit a reconstitution proposal to Respondent No.2-HPCL, who shall accordingly process and decide the same.

14. With the above directions, the Arbitration Petition is **disposed of**.

(SANDEEP V. MARNE, J.)

SUDARSHAN RAJALINGAM KATKAM

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Date: 2026.01.29 15:07:31 +0530